

AGREEMENT

between

County of Lancaster

and

Fraternal Order of Police, Lodge 32

August 22, 2002 – August 31, 2005

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ARTICLE 1

PREAMBLE

This Agreement entered into by the County of Lancaster, hereinafter referred to as the County, and the Fraternal Order of Police, Lodge 32, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 2

RECOGNITION

Section 1. The County hereby recognizes the Union as the exclusive representative of employees in the job classification of Correctional Officer.

The Union may bargain for the employees in that classification with respect to wages, hours of work, and working conditions.

Section 2. The County will not aid, promote, or assist any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union, or which is in conflict with this Agreement.

ARTICLE 3

DEFINITIONS

For the purposes of this Agreement, the following words, terms, and phrases shall be construed in accordance with the definitions assigned to them unless the context in which the same shall be used would otherwise necessarily require a different definition.

- A. DEPARTMENT shall mean the Lancaster County Corrections.
- B. EMPLOYEE shall mean all fulltime Correctional Officers in the Corrections Department who have been employed in such capacity for more than six months. STATUS EMPLOYEE shall mean all full-time Correctional Officers in the Corrections Department who have successfully completed their twelve (12) month probationary period.
- C. DEPARTMENT HEAD shall mean the duly appointed Director of Corrections of the Lancaster County Corrections Department.
- D. PERSONNEL DEPARTMENT shall mean the Department of Personnel for the City-County of Lincoln/Lancaster County, Nebraska.
- E. COUNTY shall mean the County of Lancaster, Nebraska.
- F. UNION shall mean The Fraternal Order of Police, Lodge #32, Lancaster County Corrections.
- G. BOARD OF COMMISSIONERS shall mean the duly elected or appointed commissioners for Lancaster County, Nebraska as per Nebr. Rev. Stat. Section 23-148.
- H. PROBATIONARY PERIOD shall mean the first twelve (12) months of employment in the classified service, beginning with the date of hire.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. All management rights, functions, responsibilities, and authority not specifically limited by the express terms of this Agreement are retained by the County and remain exclusively within the rights of the County.

Section 2. The Union acknowledges the concept of inherent management rights. However, such rights must be exercised consistent with the other provisions of this Agreement. These rights, powers, and authority of the County include, but are not limited to, the following:

- A. The right to determine, effectuate, and implement the objectives and goals of the County.
- B. The right to manage and supervise all operations and functions of the County.
- C. The right to establish, allocate, schedule, assign, modify, change, and discontinue County operations, work shifts, and working hours.
- D. The right to establish, modify, change, and discontinue work standards.
- E. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary actions against employees for just cause; and to relieve employees from duties due to lack of work or funds.
- F. The right to increase, reduce, change, modify, and alter the composition and size of the work force.
- G. The right to determine, establish, set, and implement policies for the selection, training, and promotion of employees.
- H. The right to create, establish, change, modify and discontinue any County function, operation, and department.
- I. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health, and protection of County property and personnel.
- J. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures, and policies which are not in conflict with any provision of this Agreement.
- K. The right to determine and enforce employee's quality and quantity standards.

ARTICLE 5

DUES CHECK OFF

Section 1. The County shall deduct regular monthly Union dues from the pay of each employee covered by this Agreement, provided, that at the time of such deduction there is in the possession of the Personnel Officer a current written assignment, executed by the employee in the form and according to the terms of the authorization form.

Section 2. Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days; previous authorizations of other employees rehired or reinstated shall not be considered to be effective.

Section 3. Such authorized deductions shall be made from the first payroll period of each calendar month and will be remitted to the duly designated Union official within ten (10) days following the issuance of pay warrants for that pay period. The Union shall advise the Personnel Officer in writing of the name of such official.

Section 4. If the County receives revocation of authorization by an employee during the ten (10) days prior to July 1 of each year, no deduction will be made from subsequent payroll periods.

Section 5. At the time of execution of the Agreement, the Union shall advise the Personnel Officer in writing the exact amount of regular monthly Union dues to be deducted from each member's paycheck. If the Union requests the County to deduct additional monthly Union dues, such request shall be effective only upon written assurance by the Union to the Personnel Officer that the amounts are regular Union dues duly approved in accordance with the Union's constitution and by-laws.

Section 6. The County or any of its officers, agents or officials shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period in which Union dues are normally deducted after written notification to the Personnel Officer of the error. If the County makes an overpayment to the Union, the County will deduct that amount from the next remittance to the Union. If the County inadvertently makes a deduction from an employee who has not authorized said deduction or who has revoked said authorization in accordance with Section 4 of this Article, the Union agrees to refund said deduction to the affected employee. The Union further agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

ARTICLE 6

CLASSIFIED SERVICE

All employees covered by this Agreement shall be in the County's Civil Service System and all of the provisions of the Rules and Regulations, orders and resolutions of Lancaster County passed pursuant thereto from time to time, not otherwise inconsistent with the terms of this Agreement, shall apply.

ARTICLE 7

NON-DISCRIMINATION

Section 1. The parties hereby agree not to discriminate against any employee because of race, color, creed, sex, disability, religious or political affiliations, national origin, age, marital status, receipt of public assistance, or Union or non-Union membership.

Section 2. The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel Union membership.

ARTICLE 8

GRIEVANCE AND APPEAL PROCEDURE

The County and Union encourage employees to discuss problems with their immediate supervisors in an attempt to resolve problems before they become a formal grievance. If an employee and the County cannot resolve the problem, then the following grievance procedure shall apply.

A grievance is hereby defined as any disagreement arising during the term of this Agreement which is expressly limited to matters of interpretation or uniform enforcement of express provisions of this Agreement, the Rules, and any and all conditions of employment. The Union may file a grievance on behalf of any represented employee(s) or the employee(s) may individually file a grievance.

Section 1. Grievances. It shall be the policy of the County to give status employees an opportunity to discuss their grievances with the County in order to find mutually satisfactory solutions as rapidly as possible. The grievance procedure set forth herein is designed to preserve harmony and friendly relations between the County and its employees. Furthermore, the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance. The grievance procedure shall not be used to change any provisions of this Agreement or the Rules, or filed for the purpose of getting an established policy, standard or procedure changed unless it is in conflict with the provisions of this Agreement. Performance evaluations may not be grieved pursuant to this Article.

In reducing a grievance to writing, the following information must be stated with reasonable clearness: the exact nature of the grievance, the act or acts of commission or omission, the exact date of the act or acts of commission or omission, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, the specific provisions of this Agreement that are alleged to have been violated, and the remedy which is sought.

For the purposes of this Article, "working days" shall be defined as Monday through Friday, excluding Saturdays, Sundays and holidays.

Grievances shall be processed in the following manner:

Step 1. The aggrieved employee shall present in writing, his grievance to his Department Head within ten (10) working days from the date on which the employee became aware of or should reasonably have been aware of the incident giving rise to the grievance. The Department Head shall respond in writing to the employee presenting the grievance within ten (10) working days.

Step 2. If satisfactory settlement is not reached under Step 1, the employee or his designated representative shall resubmit the grievance in writing within ten (10) working days of receipt of the response from the Department Head to the Personnel Officer or his designated representative for submission to the Board. The Board shall hold a hearing with the employee or his designated representative within thirty (30) working days after receipt of the grievance in an attempt to settle the grievance. The decision of the Board concerning a grievance shall be made within ten (10) working days of the final hearing and reduced to writing, including both findings and decisions, and it shall be filed with the Personnel Officer with a copy to the Department Head, the subject employee and the Union President.

Decisions of the Board concerning a grievance are binding on all Department Heads and employees in the bargaining unit but may be appealed to a court of competent jurisdiction.

Time limitations as outlined in Step 1 may be extended in writing by mutual agreement between the employee or his designated representative and the Department Head.

Failure to answer a grievance in the allotted time limit shall be deemed a denial of the relief sought and the grievant may forward the grievance to Step 2.

Section 2. Appeals. Any status employee may appeal directly to the Board the following actions: Receipt of three (3) written reprimands regarding the same issue within a twelve (12) consecutive month period, suspension, demotion for cause, reduction in classification resulting in loss of pay, and dismissal.

The appeal shall be processed in the following manner:

Within ten (10) working days of the notice of the third written reprimand, suspension, demotion for cause, reduction in classification resulting in loss of pay, or dismissal, the employee may request to appeal the action to the Board.

Intent to appeal must be submitted in writing to the Personnel Officer or his designated representative for submission to the Board. The Board shall hold a hearing with the employee or his designated representative within thirty (30) working days after receipt of the appeal. The decision of the Board shall be made within ten (10) working days of the final hearing and reduced to writing, including both findings and decisions, and it shall be filed with the Personnel Officer with a copy to the Department Head, the subject employee and the Union President.

ARTICLE 9

SENIORITY

Section 1. Seniority means the total months of continuous service with the County as a Correctional Officer, since the last date of hire.

Section 2. The probationary period for new employees will be twelve (12) months. New employees shall be added to the seniority list upon the successful completion of their twelve (12) month probationary period. The probationary period will apply toward seniority.

Section 3. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. An employee's continuous service record shall not be broken by mutually agreeable leaves of absence of less than thirty (30) consecutive calendar days. However, leaves of absence of thirty (30) calendar days or longer without pay shall be deducted from an employee's continuous service record and seniority.

Section 4. In case of layoff, if any elected Union Officers are affected by such layoff, they will be allowed to continue to function in their official Union capacity in dealing with the County for a period of ninety (90) days unless other employment has been secured prior to the end of the ninety (90) day period, or unless they are replaced or removed from their elected office by the local Union.

ARTICLE 10

FUNERAL LEAVE

Section 1. In the case of the death of the employee's spouse, child, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, sister, grandparent, great-grandparent, grandchild, or in the case of death of any other relative residing in the immediate household of the employee, the full-time employee shall be allowed twenty-four (24) hours funeral leave with regular pay to attend the funeral without deduction from his pay or accumulated sick leave.

Section 2. In the case of the death of the employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, nephew, niece, or the first cousin of the employee or spouse, the full-time employee shall be allowed eight (8) hours funeral leave with regular pay to attend the funeral without deduction from his pay or accumulated sick leave.

Section 3. Further, the full-time employee may also be allowed to use up to twenty-four (24) hours of his accumulated sick leave in the case of death of any of the above designated persons.

Section 4. Upon the request, through normal administrative procedure, up to four (4) hours of paid leave may be granted if a full-time employee attends the funeral of a co-worker or retiree from the department in which the requesting employee is employed.

ARTICLE 11

HOLIDAYS AND LEAVES OF ABSENCE

Section 1. Compensation for Absence on Holidays. All holidays shall not exceed eight (8) hours in duration. The following shall be considered core holidays:

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Birthday	Christmas Day
Fourth of July	

In addition, the County will provide sixty (60) noncumulative hours of holiday leave to all eligible employees to be granted as follows: thirty (30) hours the first pay period of the contract year and thirty (30) hours the fourteenth pay period of the contract year. At the end of each contract year, employees shall be compensated for unused holiday time at their current rate of pay.

Employees who are scheduled to work and who actually work on an authorized holiday, and who work in a seven day a week or twenty-four hour a day operation, shall be paid one and one-half (1 ½) times the hourly rate for such hours worked in addition to holiday pay.

No holiday leave hours will be authorized for less than a one(1) hour block.

Section 2. Qualification for Holiday Pay. In order to qualify for holiday pay, an employee must be in a regular pay status on the regular work days immediately before and after the holiday.

Any core holiday listed in Section 1 of this Article falling within a vacation period shall not be considered working days in determining a vacation period.

Section 3. Leaves of Absence. All leaves of absence must be requested in writing to and approved by the Department Head in advance of leave being taken. Exceptions may be made in an emergency.

Section 4. Vacation Leave. Employees shall earn vacation leave with pay according to the following schedule:

- A. Less than four (4) years of service -- At the factored hourly equivalent of eighty-eight (88) hours per year.
- B. Beginning at the fifth (5th) year of service -- At the factored hourly equivalent of one hundred twenty (120) hours per year.
- C. Beginning at the tenth (10th) year of service -- At the factored hourly equivalent of one hundred fifty-two (152) hours per year.
- D. Beginning at the fifteenth (15th) year of service -- At the factored hourly equivalent of one hundred sixty-eight (168) hours per year.
- E. Beginning at the twentieth (20th) year of service -- At the factored hourly equivalent of one hundred eighty-four (184) hours per year.

No vacation will be authorized for less than a one (1) hour block. Vacation time shall not be unreasonably denied.

Vacation leave shall not accrue during any period of absence without pay or without leave. Accumulation of vacation leave shall be on a continuous basis and an employee may carry a balance of no greater than two hundred forty (240) hours.

Section 5. Sick Leave:

- A. Sick leave is only to be used for sickness, family illness, personal and family medical appointments, injury, disability or funeral leave as outlined in this article and for no other purpose. An employee who uses sick leave for any other purpose may be subject to discipline. Each status employee shall earn Sick Leave hours at the factored hourly rate specified to equate to thirteen (13) days per year or one hundred four (104) hours per year for a full-time employee. Sick Leave shall not accrue during any period of absence without pay. Sick Leave shall be earned, but not granted, during the first six (6) months of employment. No refund of vacation shall be allowed due to illness incurred while on vacation.
- B. The Department Head may require a doctor's certificate be obtained on an annual basis for the continued medical condition.
- C. An employee may use up to forty (40) hours per calendar year for illness in the immediate family or family medical appointments. Under no circumstances can an employee use more than a total of forty (40) hours for family medical appointments or illness in the immediate family.
- D. Immediate family for the purpose of sick leave usage is defined to be spouse, child, parent, step-parent, sister, brother, employee's grandparents and great-grandparent. Immediate family will also include any other family member, whether it be by blood or legal marriage, or legal adoption or foster children, residing in the same household.
- E. Accumulation of sick leave credit shall not exceed one thousand eight hundred seventy-two (1872) hours at any one time. Disability retirement shall not be effective until accumulated sick leave has been used. Upon retirement or death, the employee or the employee's estate shall receive thirty percent (30%) of accumulated Sick Leave. The payment will be at the regular hourly rate of the employee at the time of retirement.
- F. An employee who is absent because of sickness shall inform his immediate supervisor of the fact and the reason therefore as soon as possible; failure to do so within a reasonable time may be cause for denial of pay for the period of absence. The Department Head may require a doctor's certificate or other evidence of illness before approving sick leave with pay; such certificates shall be transmitted to the Personnel Officer with the report of sick leave for entry in the employee's records. Sick leave may be denied when the County has facts showing that an employee is abusing sick leave.
- G. Once an employee has exhausted Sick Leave, any leave will be considered leave without pay and may not be granted. The County may deduct from the employee's vacation balance at its discretion.

- H. An employee, at his discretion, may supplement his worker's compensation payment to bring the total sum of worker's compensation payment and sick leave to a figure equivalent to a full pay check.
- I. An employee who voluntarily separates, other than retirement, from employment with the County after fifteen (15) consecutive years of service with the county shall be paid thirty percent (30%) of their accumulated sick leave balance in excess of one thousand (1000) hours. Payment shall be made based on the employee's current hourly rate of pay.
- J. When an employee resigns under normal circumstances, sick leave will not be paid for the period of time between the date of the resignation and the last day of employment. An exception to this would be made in cases involving employees injured on duty.
- K. Once a month, a printout of sick leave usage, by employee, will be sent to the Department Head with a copy to the Union President. This is an attempt at cooperation and a sharing of concern of sick leave use.

It is mutually agreed that it is the responsibility of the Union and the County to monitor sick leave usage. When either party feels that an employee is excessively using or abusing sick leave, that party shall notify the other. It shall then become the responsibility of the Union to counsel that employee in an effort to avoid possible disciplinary action.

Section 6. Injury Leave. Any employee who is injured in the performance of his duties shall receive the difference between his regular pay and the Worker's Compensation payment for a period not to exceed ten (10) calendar days. Failure to immediately report an accident which may result in injury may cause forfeiture of the additional benefit.

Such injury leave shall not be deducted from vacation or sick leave credits.

Section 7. Leave for Jury Duty. Any employee called to serve jury duty shall receive his regular pay in addition to the compensation received for ten (10) working days of jury service. For jury service exceeding ten (10) work days during one (1) jury term, the employee shall receive the difference between his regular pay and the compensation received for such jury service.

Section 8. Military Training Leave. All employees who shall be members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, and Coast Guard Reserve, shall be entitled to leave of absence from their respective duties, without loss of pay, on all days during which they are employed with or without pay under the orders or authorization of competent authority in the active service of the State of Nebraska or of the United States, but not to exceed fifteen (15) work days in any one (1) calendar year. Such leave of absence shall be in addition to the regular annual leave of the persons named herein. When the Governor of the State of Nebraska shall declare that a state of emergency exists, and any of the persons named in this section are ordered to active service of the State of Nebraska, an additional leave of absence will be granted until such member is released from active service by competent authority. During the additional leave of absence because of the call of the Governor, any official or employee subject to the provisions of this section shall receive such portion of his salary or compensation as will equal the loss he may suffer while in active service of the State. Governmental officers serving a term of office shall receive their compensation as provided by law. No employee shall be treated any differently than as outlined in Federal statutes

addressing military leave. The above mentioned fifteen (15) working days are permitted only for annual training exercises or active duty assignments.

Section 9. Special Leave. In addition to leaves authorized above, the Department Head may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year, provided he has used all accumulated vacation leave.

Leave of absence without pay may be granted status employees by the Department Head. The Personnel Officer must be notified of leaves in excess of thirty (30) calendar days.

The Department Head, with approval of the Personnel Officer, may grant such employee leave of absence without pay for a period not to exceed one (1) year for travel or study which will render the employee of greater value to the County upon his return to duty. Such leave shall be granted only when it will not result in undue prejudice to the interests of the County as an employer beyond any benefits to be realized. No leave without pay shall be granted except upon written request of the employee. No such leave shall be granted primarily in the interests of the employee except in the case of one who has shown by his record of service or by other evidence to be of more than average value to the County, and whose service it is desirable to retain even at such sacrifice. Failure on the part of an employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation.

Leave with pay for public health or safety duties of an emergency nature may be authorized by the Department Head upon approval of the Personnel Officer. Such leave will not be deducted from vacation or sick leave.

Section 10. Pregnancy and Parental Leave. A pregnant employee shall request in writing and with a physician's certificate that leave be granted at any time during the period of pregnancy and the period immediately following the birth.

This leave may be with pay if the employee has sufficient accrued sick leave and/or vacation leave to be allocated as per the employee's directions. Otherwise, the leave will be without pay. It is the responsibility of the employee to obtain a doctor's statement within four (4) weeks following the birth which certifies the date the employee is physically able to return to work.

Parental leave for bonding after the birth or adoption of a child may be granted pursuant to the provisions of the Family and Medical Leave Act of 1993.

Section 11. Leave of Absence Without Pay to Accept Appointment in the Unclassified Service. An employee may be granted leave without pay from his status position to accept appointment to a position in the unclassified service. The employee may return to a comparable position for which he has status at any time and shall be entitled to receive the rate of salary of the previously held classified position he would have received had he not left to serve in the unclassified position. In the event the rate paid in the position to which he was returned is below the top rate of the grade, he shall be entitled to advance in accordance with Rule 19.9 without change in anniversary date.

Section 12. Absence Without Leave. Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be made grounds for disciplinary action by the Department Head. In the absence of such disciplinary action, any employee who absents himself for three (3) or more days without authorized leave shall be deemed to have resigned. Such absence may be excused, however, by the Department Head by a subsequent grant of leave with or without pay where extenuating circumstances are found to have existed.

Section 13. Leave Sharing. When a member of the Bargaining Unit incurs a serious non-service connected illness or injury which has been medically verified, and the injury or illness extends one (1) week after all leave time has been utilized, members of the Bargaining Unit may voluntarily transfer to the affected member's sick leave account personal holiday time and vacation time, to maintain the affected Bargaining Unit employee in a pay status for a period not to exceed 1,120 hours of duty time beyond such time as the expiration of the affected member's sick leave balance. After a one (1) week waiting period, the ill or injured employee shall be paid retroactively for that week. This policy shall be strictly voluntary on the part of the individual members of the Bargaining Unit. Donations may be made in any hour amount. It is the time (hours/days) that is being donated, not the dollars represented by that time. Lancaster County, and the Lancaster County Department of Corrections shall be held harmless of any provision of this Article. Seniority will not accrue while on leave pursuant to this section.

ARTICLE 12

WAGES

Reference to Rules in this Article shall mean the Rules of Lancaster County, Nebraska, as they are now in existence or as they may be changed in the future by the County Board as per the provisions of Nebraska Revised Statutes, Sections 23-2517 to 23-2533 (Reissue 1983).

Section 1. The scale of wages for the classification of Correctional Officer covered by this Agreement shall be prescribed by a resolution adopted by the County Board. The scale of wages is outlined in Appendix "A" and becomes effective August 22, 2002. Such schedule of wages shall be increased by four percent (4%) on August 21, 2003 and by four percent (4%) on August 19, 2004.

Section 2. Upon agreement between the bargaining committees of the County and the Union, the County through its Personnel Officer or other designated representative will take the necessary procedural steps mandated by statute for ratification of the Agreement and presentation of the Agreement to the County Board.

Section 3. Administration of the Compensation Plan shall be as provided in the County Rules.

Section 4. Retirement: The County will provide a retirement plan as outlined in the following manner:

Each status employee who is eligible to make contributions to the retirement plan will contribute five and two-tenths percent (5.2%) of his wages and the County will match with one hundred fifty percent (1.5) times the employee contribution.

Section 5. All employees who are regularly assigned to second and third shifts shall be paid an additional forty (40) cents per hour. The differential pay per hour shall be included as an addition to their current hourly rate.

For purposes of this Section 5, the following conditions shall apply:

- A. To be entitled to shift differential pay, an employee must work a majority of his regularly scheduled shift hours between 5:00 p.m. and 9:00 a.m.
- B. For purposes of computing any shift differential pay, "current hourly rate" shall mean the regular hourly rate set forth in Appendix "A", attached to this Agreement.
- C. An employee whose regularly scheduled shift entitles him to shift differential pay shall receive the shift differential pay as a part of his current hourly rate for leaves of absence including vacation, sick leave, holiday pay and funeral leave.
- D. For the purpose of computing overtime pay, an employee shall receive his current hourly rate in addition to the corresponding differential pay.

ARTICLE 13

INSURANCE

Section 1. Health Insurance. The County shall maintain a group health insurance policy. The County will annually provide this coverage with one or more carriers.

The County shall contribute one hundred percent (100%) of the monthly cost of single coverage. The County shall contribute eighty-five percent (85%) of the monthly cost of 2/4 party coverage. The County shall contribute eighty-five percent (85%) of the monthly cost of family coverage.

All retired members of the bargaining unit may participate in the Group Health Insurance program for active County employees until age sixty-five (65), provided that each retiree so desiring will execute the required forms in a timely fashion, and further provided that each retiree will be required to pay the full monthly premium at the then current rates subject to any rate increases which may occur from time to time. Such payments will be made by the retiree to the insurance carrier.

Section 2. Dental Insurance. The County will provide for a Dental Plan and will pay one hundred percent (100%) of the monthly premium for single Dental Insurance. The County will pay eighty-five percent (85%) of the monthly premium for 2/4 party and family dental plans. The employee will pay the remaining fifteen percent (15%) of the premium for 2/4 party and family dental plans.

Section 3. Life Insurance. The County will pay the full premium on \$30,000 group term life insurance coverage for the employee upon adoption of the addendum to the present Guaranteed Mutual Life Insurance contract. Additional coverage and dependent coverage may be purchased and the employee will pay one hundred percent (100%) of the monthly premium.

Section 4. Long Term Disability. The County will provide a long term disability policy in order to provide some relief from lost wages due to sickness, injury or disability.

ARTICLE 14

SAFETY COMMITTEE

Section 1. In the interest of safety, a departmental Safety Committee may be established. The Safety Committee shall consist of two (2) members of the bargaining unit and two (2) designees of the Department Head. The Union committee members shall be selected by the Union.

Section 2. If the committee is established, it shall meet as needed. The Department Head will schedule and chair safety meetings within ten (10) working days of notification of a problem. An agenda for the Safety Committee meeting will be mutually prepared by the Department Head and the Union representative. The committee shall make recommendations regarding the safety of employees in writing to the County Board, Personnel and the Safety and Training Officer.

The Safety and Training Officer for the County shall be notified by the Department Head of all safety meetings. Attendance shall be at his discretion.

Section 3. The final or prime responsibility for programs relating to safety lies with the Department Head or his designated representatives.

Section 4. Minutes of Safety Committee meetings shall be distributed to all committee members, the Department Head, the Personnel Officer and the Safety and Training Officer.

ARTICLE 15

HOURS OF WORK

Section 1. Work week shall mean the number of hours regularly scheduled to be worked during any seven (7) consecutive days by an individual employee. The work week shall begin at 12:01 a.m. Thursday and end the following Wednesday at 11:59 p.m.

Section 2. Generally eight (8) hours, exclusive of a 30 minute lunch period, shall constitute a work day and forty (40) hours or five (5) days shall constitute a work week for full-time employees. It may be necessary for a full-time employee to work his forty (40) hours in more or less than five (5) days by working more or less than eight (8) hours per day, or those working eight (8) hours per day may be required to start the day some other time than 8:00 a.m. and complete the day some other time than 4:30 p.m.

Section 3. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half ($\frac{1}{2}$) shift.

Employees who for any reason work beyond their regular quitting time into the next shift shall be granted the regular rest periods that occur during the shift.

Section 4. Work schedules showing the employee's shifts, work days, and hours shall be posted on department bulletin boards at all times.

ARTICLE 16

OVERTIME

Section 1. Work performed by employees in excess of forty (40) hours in any work week shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate of the employee.

Section 2. No overtime work or compensation will be allowed without prior approval by the Department Head or his designee.

Section 3. Vacation and Holiday leaves shall be counted as hours worked in computing overtime with the exception of sick leave which will not count as hours worked for the purpose of computing weekly overtime.

If an employee is called to duty during his off-duty time, and such time does not merge with his scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours at the rate of time and one-half (1 ½) or one and one-half (1 ½) times the actual number of hours worked, whichever is greater.

Section 4. The Department will develop a standard operating procedure for the granting of voluntary and mandatory overtime.

Section 5. Any officer who voluntarily or involuntarily works any overtime on a holiday will be compensated at two and one-half times the officer's hourly rate of pay.

ARTICLE 17

SHIFT BID

Section 1. All operations shift positions held by correctional officers will be open for bid on a semi-annual basis. Schedules that are bid will take affect in April and October of each year.

In the interest of staff training and development for Correctional Officers, the department reserves the right to assign or re-assign operational shift positions. Any Correctional Officer with less than one year's experience may be assigned or re-assigned to any open position or positions held by a Correctional Officer with less than one year experience. Officers with more than one year experience may volunteer for any reassignment.

After an initial assignment is made, the department will provide two weeks notice to any employee (employees) affected before any reassignment is made.

Section 2. The Department reserves the right to assign Correctional Officers to Property Sanitation Officer, I.D. Officer, Transport Officer and Classification Officer. The Department further reserves the right to remove a Correctional Officer from an assigned position. Any Correctional Officer removed from an assigned position between the semi-annual bid will be moved to an open operations shift and days off by the Department.

Section 3. Operations staffed shifts required a minimum of three (3) male Correctional Officers and three (3) female Correctional Officers be assigned or bid to each shift at the Intake and Detention Facility; and minimum of two (2) male Correctional Officers and two (2) female Correctional Officers be assigned or bid to each shift at the Lancaster Correction Facility.

Staff will be distributed in such a manner that at least two (2) male Correctional Officers and two (2) female Correctional Officers are scheduled on the official shift schedule each day of the week at the Intake and Detention Facility; and at least one (1) male Correctional Officer and one (1) female Correctional Officer are scheduled on the official shift schedule each day of the week at the Lancaster Correctional Facility.

Section 4. Correctional Officers will be allowed to select shifts and days off and facility. Shift bids will be based on seniority. The Department reserves the right to insure the necessary experience and skills are on each shift. Persons that are affected by the involuntary shift change shall be exempt from an involuntary shift change on the next following bi-annual bid. In such situations, the department will require the involuntary shift change to be made by the next least senior Correctional Officer(s) from the shift that has adequate coverage so that it will not create further shift transfers to fill the required shift.

Section 5. Shift schedules will be in effect beginning the first pay period in April and October. The shift schedule to be bid will be posted on the first Tuesday of the preceding month. The bid process will commence on the second Tuesday of that preceding month, March and September respectively.

Officers will be expected to make themselves available during the bid process until it is completed.

Section 6. Officers will be contacted in order of seniority, starting with the most senior officer, to select their shift and days off from the remaining open positions.

Once contacted, officers will have two hours to return the call and make their selection. After two hours have passed, the Department will move on to the next name on the seniority list. Messages left on answering machines will constitute a contact.

Section 7. Once the bid process is completed and the new schedule approved, it will be posted until it goes into effect.

Section 8. Officers may request to change days off on their shifts as positions become available. Each officer will be allowed only one change between each bid. Where more than one officer requests an opening, seniority and male/female positions will be the determining factor. This change of days off will not require a two (2) week notice.

ARTICLE 18

PRODUCTIVITY

Section 1. The union and the County recognize that the delivery of essential County services in the most efficient and effective manner is a common goal of both the County and the union. The union shall support and assist in the implementation of methods increasing department productivity and maintaining a safe work place. The County will endeavor to develop policies with union assistance to increase department productivity, maintain a safe work place, and otherwise increase and maintain the morale of employees.

Section 2. Upon request of the employee, the employee's supervisor shall, within a reasonable period of time, inform the employee in writing, of his strengths and/or weaknesses in relationship to the employee's job performance.

ARTICLE 19

LABOR MANAGEMENT COMMITTEE

Section 1. To insure continued harmonious relations and bring about a better understanding with regard to the County's policies and activities, a Labor Management Committee (LMC) will be established. This committee shall consist of three (3) members of the union, designated by the union, and three (3) persons designated by the County. Either the union or the County may change the membership of its committee.

Section 2. The purpose of this committee shall be to identify and attempt to resolve through meaningful discussion, those matters of general interest to employees and management. It will not be within the province of the committee to deal with individual grievances or with amendments to, or interpretation of contractual provisions.

Section 3. The LMC will hold periodic meetings, and may convene at the request of either party. The party requesting such a meeting will submit an agenda for the meeting, prior to said meeting.

Section 4. The meeting shall be jointly chaired by a member of the union and a representative of the County. The committee shall keep minutes of each meeting which shall be signed by each party involved. These minutes shall be maintained by the County and shall be available upon request, to any committee members.

Section 5. In order to resolve issues of management and labor, the following informal process will be followed. A designee from management and a designee from Lodge 32, FOP shall meet once a month commencing on the third Tuesday after the effective date of this agreement and shall meet monthly thereafter. After the first meeting, all other monthly meetings will be set by the two designees.

ARTICLE 20

ATTENDANCE IN COURT, CONFERENCES AND OTHER MEETINGS

If an employee is required to attend a court hearing or other meeting directly related to official duties, other than Union activities, during off-duty periods, he shall be compensated at a minimum of two (2) hours at straight time or one and one-half (1 ½) times the number of hours for actual time in attendance, whichever is greater.

ARTICLE 21

UNIFORMS AND EQUIPMENT

Section 1. The County shall provide and replace sufficient uniforms for employees. The County shall provide all authorized equipment for uniformed employees. Regular replacement articles shall be provided as necessary for wear, damage, or loss of uniform and equipment occurring while in the performance of duties.

Section 2. Costs for the replacement of required personal equipment that is damaged or broken, beyond the scope of normal wear, while in the course of employment will be reimbursed by the County as provided below:

- a. Prescription eyeglasses or contact lenses will be reimbursed up to a replacement value of one hundred (\$100.00) dollars.
- b. Watches will be reimbursed up to a replacement value of twenty (\$20.00) dollars.

ARTICLE 22

STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK ROUTINE

Section 1. The protection of the public health, safety, and welfare demands that neither the Union, nor any individual County employee in the bargaining unit, or any person acting in concert with them will cause, sanction, or take part in any strike, walkout, sitdown, slowdown, stoppage of work, retarding of work, abnormal absenteeism, withholding of services, or any other interference with the normal work routine. The provisions of this Section 1 of this Article apply as long as this Agreement, or during any renewal or extension thereof, is in effect.

Section 2. Violation of any provision of this Article by the Union will be cause for the County to terminate this Agreement upon the giving of written notice to this effect to the President of the Fraternal Order of Police, Lodge 32, in addition to whatever other remedies may be available to the County at law or in equity.

Section 3. Violation of any of the provisions of this Article by any individual County employee in the bargaining unit shall be just cause for the immediate discharge of that employee in addition to whatever other remedies may be available to the County at law or in equity. No County employee in the bargaining unit shall receive any portion of his salary and/or other fringe benefits while engaging in activity in violation of this Article.

Section 4. The County agrees that it shall not lock out any employee because of a labor dispute or invoke Section 2 or Section 3 of the Article without just cause.

ARTICLE 23

LAYOFF AND RECALL

Section 1. When it is determined that a reduction in force is necessary, the County shall notify the union as soon as possible. The order of the layoff shall be by seniority. The employee with the least seniority shall be the first laid off.

Section 2. No fulltime status employees shall be laid off as long as there are provisional, part-time, temporary, seasonal, intermittent, emergency, on-call, or probationary employees still working.

Section 3. An employee subject to layoff shall be provided with notice of layoff in writing at least fifteen (15) calendar days prior to layoff.

Section 4. No new employees shall be hired as long as there are fulltime status employees who are still in active layoff.

Section 5. Employees who have been laid off will be recalled in order of seniority, beginning with the most senior employee.

ARTICLE 24

INFECTIOUS DISEASE

The County, through its Health Department, will establish a list of positions in the County which are at risk for exposure to Hepatitis B. Once risk is established, the County shall, at the County's expense, offer vaccinations for Hepatitis B to those employees in the positions identified as being at risk. The County will provide the employees with educational material and, after the employee has completed the education phase, the employee may accept or reject the vaccination. The employee must sign a waiver to reject the vaccination.

ARTICLE 25

SAVINGS CLAUSE

Section 1. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2. Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 26

UNION STEWARDS

Section 1. Employees within the bargaining unit shall be represented by stewards in the manner set forth in this Article. Employees, however, shall have the option of representing themselves. The Union shall furnish management a list of the stewards' names and their assigned areas and shall keep a list current at all times. Alternate stewards may be appointed by the Local Union President to serve in the absence of the regular stewards.

Section 2. When requested by an employee, either a steward, chief steward, or the president may investigate any alleged or actual grievance in his assigned work area and assist in its presentation. He shall be allowed time during working hours in accordance with Section 4 of this Article upon notification and approval of his Department Head or the Department Head's designated representative; provided however, the Department Head shall not unreasonably withhold approval. It is understood that the chief steward or the Union President may substitute for the shop steward at any hearing in the grievance procedure.

Section 3. When an employee presents his own grievance without intervention of a Union steward, the steward shall be given an opportunity to be present if requested by the employee who is processing his own grievance, and shall be allowed the time therefore, in accordance with Section 4 of this Article, upon notification and approval of his Department Head or the Department Head's designated representative; provided, however, the Department Head shall not unreasonably withhold approval.

In the event the employee waives his right in writing to have a Union representative present, it shall not be necessary that a Union representative be present. Upon being so advised, the Department Head shall immediately transmit a copy of the waiver to the Union President.

Section 4. Stewards who use time during their regular shift hours for investigating grievances or attending grievance meetings will be paid their regular hourly rate not to exceed a total of one (1) hour per week. All stewards will be considered on a regular eight (8) hour shift as far as grievance pay is concerned. A steward who presents a grievance for an employee at the Personnel Policy Board hearing shall be paid for time spent during his regular shift at his regular rate. This provision expires at the end of this agreement unless renegotiated.

The Union president or his designated representative shall be allowed to attend meetings as requested by department heads. These meetings may be for the purpose of the supporting and implementation of increasing department productivity and maintaining safe work places. This time is in addition to any time already granted in this agreement.

Section 5. No steward, chief steward, or other Union Officer shall leave his regularly assigned work in order to investigate a grievance without first obtaining approval of his Department Head or the Department Head's designated representative, and, provided further, such approval shall not be unreasonably withheld. A maximum of three (3) stewards shall be allowed. They shall be assigned as needed.

ARTICLE 27

UNION ACTIVITIES

Section 1. The Union recognizes its responsibilities as a bargaining agent and agrees to represent all employees in the job classifications as set forth in Appendix "A" of this Agreement.

Section 2. The Union agrees that its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.

Section 3. The Union President or designated representative of the bargaining unit shall have access to the Corrections department at reasonable times during regular business hours, (8:00 a.m. — 4:30 p.m., Monday through Friday) to perform Union responsibilities outlined in this Agreement, provided they obtain prior approval from the Department Head or his designated representative. Such approval shall not be unreasonably denied.

Section 4. The Union shall be provided access to a Bulletin Board in each facility. The Union may post Notices on the County's designated bulletin board which are approved at the discretion of the Department Head. Notices which are preapproved are as follows: Union's recreational, educational, and social affairs, Union elections, appointments, results of Union elections and Union meetings.

If approved, the Notices shall have posting and removal dates and shall be removed by the same person who posted the notice.

Section 5. All Notices other than those listed above shall be presented to the Department Head or his designated representative for approval. Such Notices, if approved, shall indicate both positing and removal dates. The Union will be responsible for the posting and removal of all Notices. If the conditions of this Article are not adhered to, management may revoke the privilege set forth in this Article, provided the Union has been given an opportunity to correct the problem and has failed to do so in a timely manner.

Section 6. The Union President and/or the State Trustee may be allowed to absent themselves from work without pay for up to a combined total of six (6) working days per contract year in order to conduct union business, provided seven (7) calendar days Notice is given in writing by the Union President or State Trustee and is approved by the Department Head.

Approval may be denied in the event the County would be required to replace the President or State Trustee with an employee at an overtime rate of pay. Such denial will be at the discretion of the Department Head.

Section 7. The County agrees to reimburse the wages of an employee or employees selected to represent Union members during the negotiation process up to a total maximum reimbursement of twenty (20) work hours. All employee work time must have prior Department Head approval in order to be eligible for reimbursement as a Union negotiation representative.

ARTICLE 28

DISCHARGE AND DISCIPLINE

Section 1. Disciplinary action shall consist of written reprimand, suspension, demotion and dismissal. A Department Head may suspend, demote or dismiss a status employee for just cause. Provisions for disciplinary actions should be limited to those listed above. Other solutions may be obtained through mutual consent by management, the Union and the employee. An action must be presented to the employee in writing within a reasonable time after the alleged incident or an investigation of the alleged incident has been completed. The employee will initial receipt of the same without implying agreement or admitting to the infraction or wrong doing.

Section 2. A Department Head may reprimand any status employee for cause. Such reprimand shall be in writing and addressed and presented to the employee who will initial receipt. The employee may grieve the reprimand directly to the Personnel Officer or his designated representative. The grievance procedure as outlined in Article 8 shall not apply to this Section. The employee may present a written rebuttal to the final decision regarding the grievance within ten (10) working days of date of decision which shall be attached to and become part of the file pertaining to the grievance. The rebuttal shall be delivered to the Personnel Department and a copy transmitted by the Personnel Department to the Department Head who wrote the reprimand.

Section 3. A Department Head may suspend a status employee without pay for cause for a period or periods not exceeding thirty (30) working days in any twelve (12) months; however, no single suspension shall be for more than fifteen (15) working days, except for the investigative suspension as defined in Section 5 of this Article. The Department Head shall notify the employee concerned and the Personnel Officer in writing no later than one (1) working day after the date of suspension is made effective. Such notice shall include the reasons for and the duration of the suspension. Any status employee who is suspended may appeal for a hearing, in writing, to the Board within ten (10) working days of notice of suspension.

Section 4. A Department Head may dismiss any employee with status only for cause at any time and at the time of dismissal shall furnish the employee with a written statement of other reasons for the dismissal and within one (1) working day of such action, furnish the Personnel Officer with a written statement of the reasons for the dismissal. Any employee who is dismissed may appeal, in writing, to the Board within ten (10) working days of notice of dismissal.

Section 5. Upon being informed that an employee has been accused of behavior which, if substantiated, would be cause for dismissal, the Department Head shall have the option of suspending an employee without pay for a period not to exceed thirty (30) calendar days for the purpose of investigation of the accusation, provided that if after investigation the Department Head determines to dismiss the employee, he shall give written notice of the dismissal in accordance with Section 4, and if after investigation the Department Head determines that the accusation cannot be substantiated or does not constitute cause for dismissal, the employee be reinstated and awarded back pay for any portion of the suspension time not imposed as disciplinary action.

ARTICLE 29

EMPLOYEE RIGHTS

Section 1. Whenever a Department Head has substantiated information that is cause for dismissal or suspension without pay, the Department shall inform the status employee as soon as possible, in writing, of the nature of the information against him/her and the Department Head's proposed disciplinary action.

Upon receipt of the written notification, the employee shall have five (5) working days in which to contact the Department Head and make an appointment to meet with the Department Head and present information regarding the allegations against him/her. The employee shall have the right to be represented by counsel or a union representative at the meeting.

Section 2. An interview of an employee shall be during regular business hours. Reasonable attempts shall be made to schedule interviews at other times when deemed necessary by the Department. Any employee interviewed off duty shall be entitled to compensation.

Section 3. Employees under investigation shall not be reassigned arbitrarily or as punishment, and reassignment shall only be made when necessary for the welfare of the employee, department or public.

ARTICLE 30

DURATION

Section 1. This Agreement shall be effective as of the 22nd day of August, 2002, and shall remain in full force and effect until the beginning of the first pay period in September, 2005.

This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than April 1, 2005, that it desires to modify this Agreement in any part thereof. In the event such notice is given, negotiations shall not begin later than May 1, 2005. Prior to the first meeting, all proposals in completed form must be submitted to the County by the Union, and to the Union by the County.

Section 2. In the event either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date, which shall not be before the expiration date set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2002.

FRATERNAL ORDER OF POLICE,
LODGE #32

LANCASTER COUNTY, NEBRASKA

WITNESSES

COUNTY COMMISSIONERS

COUNTY CLERK

APPROVED AS TO FORM THIS _____
DAY OF _____, 2002.

LANCASTER COUNTY ATTORNEY